



# TASK ORDER REQUEST (TOR)

47QFCA20R0055

## ADVANA DATA SUPPORT

in support of:

### Office of Under Secretary of Defense (OUSD) Comptroller (C)

Issued to:  
Booz Allen Hamilton, Inc.  
Contract 47QTCK18D0004  
Alliant 2

Conducted under Federal Acquisition Regulation (FAR) 16.505

Issued by:  
The Federal Systems Integration and Management Center (FEDSIM)  
1800 F Street, NW (QF0B)  
Washington, D.C. 20405

September 09, 2020

FEDSIM Project Number 2020066DE

SECTION B – SUPPLIES OR SERVICES AND PRICES

**B.1 GENERAL**

The work shall be performed in accordance with all Sections of this Task Order (TO) and the contractor’s Basic Contract, under which the resulting TO will be placed.

**B.2 CONTRACT ACCESS FEE (CAF)**

The General Services Administration’s (GSA) operating costs associated with the management and administration of this contract are recovered through a CAF. In accordance with the Alliant base contract, the CAF shall be 0.75 percent of the total TO value with a cap of \$100,000 per year per order (when order is in excess of \$13.3M per order year). This TO shall have a separate Contract Line Item Number (CLIN) to cover this access fee, and this CAF shall be obligated at TO Award (TOA).

**B.3 ORDER TYPES**

The contractor shall perform the effort required by this TO on a Time and Materials (T&M) basis for:

- a. Mandatory Labor CLINs 0001, 1001, and 2001

The contractor shall perform the effort required by this TO on a Not-to-Exceed (NTE) basis for:

- a. Other Direct Cost (ODC) CLINs 0002, 1002, 2002
- b. CAF CLINs 0003, 1003, and 2003

**B.4 SERVICES AND PRICES/COSTS**

Long-distance travel is defined as travel over 50 miles from Washington, DC.

Local travel will not be reimbursed.

The following abbreviations are used in this price schedule:

CAF	Contract Access Fee
CLIN	Contract Line Item Number
NTE	Not-to-Exceed
ODC	Other Direct Cost
T&M	Time and Materials



SECTION B – SUPPLIES OR SERVICES AND PRICES

**B.4.2 FIRST OPTION PERIOD:**

**MANDATORY T&M LABOR CLIN**

CLIN	Description	Total Hours	Total NTE T&M Ceiling Price
1001	Tasks 1 through 4		\$

Labor Category	Hours	Hourly Rate
		\$
		\$
		\$
<b>TOTAL HOURS</b>		

**COST- REIMBURSEMENT ODC CLIN**

CLIN	Description		Total NTE Price
1002	ODCs Including Indirect Handling Rate _____%	NTE	\$350,000

**CAF**

CLIN	Description		Total Ceiling Price
1003	CAF	NTE	Enter amount in accordance with the proposed amount and the 0.75% rate

**TOTAL FIRST OPTION PERIOD CLINs:** \$ \_\_\_\_\_

SECTION B – SUPPLIES OR SERVICES AND PRICES

**B.4.3 SECOND OPTION PERIOD:**

**MANDATORY T&M LABOR CLIN**

CLIN	Description	Total Hours	Total NTE T&M Ceiling Price
2001	Tasks 1 through 4		\$

Labor Category	Hours	Hourly Rate
		\$
		\$
		\$
<b>TOTAL HOURS</b>		

**COST- REIMBURSEMENT ODC CLIN**

CLIN	Description		Total NTE Price
2002	ODCs Including Indirect Handling Rate _____ %	NTE	\$350,000

**CAF**

CLIN	Description		Total Ceiling Price
2003	CAF	NTE	Enter amount in accordance with the proposed amount and the 0.75% rate

**TOTAL SECOND OPTION PERIOD CLINs:** \$ \_\_\_\_\_

**GRAND TOTAL ALL CLINs:** \$ \_\_\_\_\_

## **B.5 SECTION B TABLES**

### **B.5.1 INDIRECT/MATERIAL HANDLING RATE**

ODCs incurred may be burdened with the contractor's indirect/material handling rate in accordance with the contractor's disclosed practices, provided that the basic contract does not prohibit the application of indirect rate(s) on these costs.

- a. If no indirect/material handling rate is allowable in accordance with the contractor's disclosed practices, no indirect/material handling rate shall be applied to or reimbursed on these costs.
- b. If no rate is specified in the schedule of prices above, no indirect rate shall be applied to or reimbursed on these costs.

The indirect handling rate over the term of the TO shall not exceed the rate specified in the schedule of prices above.

### **B.5.2 DIRECT LABOR RATES**

Labor categories proposed shall be mapped to existing Alliant 2 labor categories.

### **B.5.3 TIME AND MATERIALS (T&M) LABOR MIX AND LEVEL OF EFFORT**

The labor mix and level of effort specified in the contractor's proposal and incorporated into this TO are for estimation purposes. The contractor may reallocate, with prior written approval of the Federal Systems Integration and Management Center (FEDSIM) Contracting Officer's Representative (COR), the number of hours by labor category within the labor CLIN as needed to effectively manage the project, provided the total funded labor cost and total hours are not exceeded. Any additional labor categories or increases to total hours or increases to ceilings required during performance must be approved by the FEDSIM Contracting Officer (CO) and added to the TO by modification.

### **B.5.4 ACCOUNTING FOR CONTRACTOR MANPOWER REPORTING**

Costs associated with Accounting for Contractor Manpower Reporting, as specified in Section C.5.1.1, are covered in CLIN X001 and relate to this TO only.

## **B.6 INCREMENTAL FUNDING**

### **B.6.1 INCREMENTAL FUNDING LIMITATION OF GOVERNMENT'S OBLIGATION**

Incremental funding in the amount of \$XXX,XXX,XXX for CLINs \_\_\*\_\_ through \_\_\*\_\_ is currently allotted and available for payment by the Government. Additional incremental funding for these CLINs may be allotted and available for payment by the Government as the funds become available. The estimated period of performance covered by the allotments for the mandatory CLINs is from award through five months, unless otherwise noted in Section B. The TO may be modified to add funds incrementally up to the maximum of \$\*\*\*,\*\*\*,\*\*\* over the performance period of this TO. These allotments constitute the estimated cost for the purpose of the Federal Acquisition Regulation (FAR) Clause 52.232-22., Limitation of Funds, which applies to this TO on a CLIN-by-CLIN basis.

SECTION B – SUPPLIES OR SERVICES AND PRICES

**Incremental Funding Chart for T&M**

See Section J, Attachment B - Incremental Funding Chart (Excel Spreadsheet).

## **C.1 BACKGROUND**

The Office of the Under Secretary of Defense (Comptroller) (OUSD(C)) is the principal advisor to the Secretary of Defense for budgetary and fiscal matters, including financial management, accounting policy and systems, management control systems, budget formulation and execution, contract and audit administration, and general management improvement programs. Financial Management is at the center of the Department of Defense (DoD) business reform and affordability, which is inherently and critically linked to mission success. Effective financial management connects the “back office” (financial management functions) to the “front office” warfighter within the DoD enterprise, and enables the warfighters to complete their mission with the most modernized and capable force possible.

Currently, the OUSD(C) utilizes Advana, a web-based advanced analytics and machine learning software product for financial management. Advana support helps resolve some of the largest financial statement audit challenges with custom tools predicated on the idea that to achieve an unmodified opinion, each reporting entity must be able to identify and record its transactions accurately and completely, and demonstrate how those transactions flow to its financial statements. Tools that aggregate and reconcile audit populations are enabling reporting entities to drill down from the financial statements to general ledger details, better track and resolve auditor findings, improve funds management, and reduce cash reconciliation differences between DoD’s accounting systems and the Department of the Treasury. The benefits of Advana extend beyond the OUSD(C)’s financial data platform. Advana ensures consistency across multiple needs and uses. Additionally, standardized data elements create a structure across systems and eliminate the need to prepare data for reconciliation or other data analyses. This decreases the amount of time to complete an end-to-end reconciliation from three weeks to one day. Once data is captured, it is managed centrally and available enterprise wide.

### **C.1.1 PURPOSE**

The contractor shall support OUSD(C) by integrating Personally Identifiable Information (PII) and Protected Health Information (PHI) data management into the Advana product. This work is essential to continue to collect, process, store, and analyze data critical to supporting the national defense strategy and critical use cases, such as COVID-19 data reporting, across the DoD. The Advana product currently used by OUSD(C) has no way to incorporate PII and PHI data for data reporting. There is an immediate need to integrate PII and PHI data in response to combating COVID-19.

### **C.1.2 AGENCY MISSION**

The mission of the OUSD(C) is to ensure DoD leaders have access to high quality and timely information for decision-making through a business framework that simplifies processes, standardizes systems and data, and promotes financial policies and internal controls. This framework supports effective and efficient financial management operations while also fostering a culture that embraces the changes necessary to achieve and sustain unmodified (or clean) audit opinions across the DoD enterprise. The OUSD (C) provides guidance to the Fourth Estate, in concert with the Office of the Deputy Chief Management Officer (OCMO), to enable an audit infrastructure capable of achieving unmodified audit opinions. The mission execution embraces

the DoD core values of leadership, professionalism, and technical knowledge through dedication to duty, integrity, ethics, honor, courage, and loyalty.

## **C.2 SCOPE**

The scope of this requirement is to support OUSD(C) secure data management for PII / PHI data within the Advana product in a Government owned cloud environment. The contractor shall support data management and processing of all raw data, to include PII/PHI, fed into the Advana product to allow for secure data storage, data analysis, reporting, and cloud service account management.

## **C.3 CURRENT INFORMATION TECHNOLOGY (IT)/NETWORK ENVIRONMENT**

OUSD(C) currently has the Advana product in place for financial management. Raw data is stored on several feeder DoD databases on the commercial cloud infrastructure, which feed into the Advana product. DoD maintains responsibility for the custody of all raw data records in the cloud infrastructure. This data includes unique DoD military and civilian personnel and military personnel dependents information. The current platform has no ability for non-Government stakeholders to process PII/PHI data, as the current cloud services account is not Government owned and must be in order to store sensitive data. The anticipated volume to store in the cloud services account is approximately 100 Million (M) records in total to include PII/PHI data. This TO is required to implement sensitive data handling management that will securely protect data in the cloud environment.

## **C.4 OBJECTIVE**

The objective of this initiative is to support the integration of PII and PHI data management into the Advana product in support of the OUSD(C) mission.

## **C.5 TASKS**

### **C.5.1 TASK 1 – PROVIDE PROGRAM MANAGEMENT**

The contractor shall provide program management support under this TO. This includes the management and oversight of all activities performed by contractor personnel, including subcontractors, to satisfy the requirements identified in this Performance Work Statement (PWS).

#### **C.5.1.1 SUBTASK 1 –ACCOUNTING FOR CONTRACTOR MANPOWER REPORTING**

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the OUSD(C) via a secure data collection site System for Award Management. The contractor shall completely fill in all required data fields using the following web address: <https://www.sam.gov/SAM/>.

## SECTION C – DESCRIPTION / PERFORMANCE WORK STATEMENT

The contractor will be required to annually report: (1) The total dollar amount invoiced for, and (2) the total number of direct labor hours expended on services performed under the contract or task order during the preceding fiscal year. The total number of direct labor hours reported to SAM should be the total of both the contractor hours and its subcontractors' hours.

Reporting inputs will be for the labor executed during the period of performance during each Government Fiscal Year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year.

### **C.5.1.2 SUBTASK 2 – COORDINATE A PROJECT KICK-OFF MEETING**

The contractor shall schedule and coordinate a Project Kick-Off Meeting at the location approved by the Government (Section F, Deliverable 02). The meeting shall provide an introduction between the contractor personnel and Government personnel who will be involved with the TO. The meeting shall provide the opportunity to discuss technical, management, and security issues, and travel authorization and reporting procedures. At a minimum, the attendees shall include Key contractor Personnel, representatives from the directorates, the OUSD(C) Technical Point of Contact (TPOC), other relevant Government personnel, and the FEDSIM COR.

At least three days prior to the Kick-Off Meeting, the contractor shall provide a Kick-Off Meeting Agenda (Section F, Deliverable 01) for review and approval by the FEDSIM COR and the OUSD(C) TPOC prior to finalizing. The agenda shall include, at a minimum, the following topics/deliverables:

- a. Points of Contact (POCs) for all parties.
- b. Personnel discussion (i.e., roles and responsibilities and lines of communication between contractor and Government).
- c. Project Staffing Plan and status.
- d. Transition-In Plan (Section F, Deliverable 08) and discussion.
- e. Security discussion and requirements (i.e., building access, badges, Common Access Cards (CACs)).
- f. Financial reporting and invoicing requirements.
- g. Baseline Quality Management Plan (QMP) (Section F, Deliverable 07).

The Government will provide the contractor with the number of Government participants for the Kick-Off Meeting, and the contractor shall provide sufficient copies of the presentation for all present. The contractor shall draft and provide a Kick-Off Meeting Minutes Report (Section F, Deliverable 03) documenting the Kick-Off Meeting discussion and capturing any action items.

### **C.5.1.3 SUBTASK 3 – PREPARE A MONTHLY STATUS REPORT (MSR)**

The contractor shall develop and provide an MSR (Section J, Attachment D) (Section F, Deliverable 04). The MSR shall include the following:

## SECTION C – DESCRIPTION / PERFORMANCE WORK STATEMENT

- a. Activities during reporting period, by task (include ongoing activities, new activities, and activities completed, and progress to date on all above mentioned activities). Each section shall start with a brief description of the task.
- b. Problems and corrective actions taken. Also include issues or concerns and proposed resolutions to address them.
- c. Personnel gains, losses, and status (security clearance, etc.).
- d. Government actions required.
- e. Schedule (show major tasks, milestones, and deliverables; planned and actual start and completion dates for each).
- f. Accumulated invoiced amount for each CLIN up to the previous month.
- g. Projected amount of each CLIN for the current month.

### **C.5.1.4 SUBTASK 4 – CONVENE MONTHLY TECHNICAL STATUS MEETINGS**

The contractor Program Manager (PM) shall convene a monthly Technical Status Meeting with the OUSD(C) TPOC, FEDSIM COR, and other Government stakeholders (Section F, Deliverable 05). The purpose of this meeting is to ensure all stakeholders are informed of the monthly activities and MSR, provide opportunities to identify other activities and establish priorities, and coordinate resolution of identified problems or opportunities. The contractor PM shall provide minutes of these meetings, including attendance, issues discussed, decisions made, and action items assigned, to the FEDSIM COR (Section F, Deliverable 06).

### **C.5.1.5 SUBTASK 5 – CONVENE WEEKLY TECHNICAL STATUS MEETINGS**

The contractor PM shall convene a Weekly Technical Status Meeting with the OUSD(C) TPOC, FEDSIM COR, and other Government stakeholders (Section F, Deliverable 07). The purpose of this meeting is to ensure all stakeholders are informed of weekly activities and updates. The contractor PM shall provide minutes of these meetings, including attendance, issues discussed, decisions made, and action items assigned, to the FEDSIM COR (Section F, Deliverable 08).

### **C.5.1.6 SUBTASK 6 – PROVIDE QUALITY MANAGEMENT**

The contractor shall identify and implement its approach for providing and ensuring quality throughout its solution to meet the requirements of the TO. The contractor shall provide a Quality Management Plan (QMP) and maintain and update it as changes in the program processes are identified (Section F, Deliverable 09). The contractor's QMP shall describe the application of the appropriate methodology (i.e., quality control and/or quality assurance) for accomplishing TO performance expectations and objectives. The QMP shall describe how the appropriate methodology integrates with the Government's requirements.

### **C.5.1.7 SUBTASK 7 – TRANSITION-IN**

The contractor shall provide a Transition-In Plan (Section F, Deliverable 10) as required in Section F. The contractor shall ensure that there will be minimum service disruption to vital Government business and no service degradation during and after transition. The contractor shall implement its Transition-In Plan No Later Than (NLT) ten calendar days after award, and all transition activities shall be completed 30 calendar days after Project Start.

### **C.5.1.8 SUBTASK 8 – TRANSITION-OUT**

The contractor shall provide transition-out support when required by the Government. The Transition-Out Plan shall facilitate the accomplishment of a seamless transition from the incumbent to incoming contractor/Government personnel at the expiration of the TO. The contractor shall provide a Transition-Out Plan within three months of Project Start (PS) (Section F, Deliverable 11). The contractor shall review and update the Transition-Out Plan in accordance with the specifications in Sections E and F. In the Transition-Out Plan, the contractor shall identify how it will coordinate with the incoming contractor and/or Government personnel to transfer knowledge regarding the following:

- a. Project management processes.
- b. POCs.
- c. Location of technical and project management documentation.
- d. Status of ongoing technical initiatives.
- e. Appropriate contractor-to-contractor coordination to ensure a seamless transition.
- f. Transition of Key Personnel roles and responsibilities.
- g. Schedules and milestones.
- h. Actions required of the Government.

The contractor shall also establish and maintain effective communication with the incoming contractor/Government personnel for the period of the transition via weekly status meetings or as often as necessary to ensure a seamless transition-out.

The contractor shall implement its Transition-Out Plan NLT two months prior to expiration of the TO.

### **C.5.2 TASK 2 – PROVIDE ADVANA DATA PRODUCT SERVICES SUPPORT**

The contractor shall manage and process data for the Advana product in a cloud environment. These services shall involve stakeholder problem statements, Use Cases, processing raw data from feeds contained in DoD databases, and business questions for DoD stakeholders.

Requirements shall include the following:

- a. Data Cloud Analytics Services Support:
  - i. Use a data analytics platform to develop preliminary and production grade analytic models using a language such as Python, R, or Scala.
  - ii. Integrate off-the shelf, and open source data science tools and algorithms to support basic and advanced analytics techniques, including but not limited to, natural language processing, machine learning, network analysis, and artificial intelligence.
  - iii. Perform exploratory data analysis to identify available insights in internal and external data sets.
  - iv. Provide internal validation on developed analytic models and submit models for third party validation to Government identified validation and verification specialists.
  - v. Develop visualizations and prototype models using tools on Advana.
  - vi. Deploy validated models into production to support the development of decision support tools, dashboards, workflows, and munitions related use cases.

- b. Data Cloud Services Support:
  - i. Evaluate Government provided data sets for Advana shared service support and develop a plan for using existing ingest tools (ie. Trifacta, StreamSets) to prepare Extraction, Transformation, and Loading (ETL) pipelines for exploration.
  - ii. Comply with all metadata, data security, and data access restrictions. Upon ingest, confirm the data is marked in such a way that the system can restrict access in accordance with the user roles and permissions model.
  - iii. Demonstrate the rapid development of new data pipelines that can be used for future, more frequent, automated data feeds.
  - iv. Coordinate with functional and technical stakeholders to define methods for enriching, aggregating, and exposing data in a curated form to support analytics at scale in support of the prototype use cases.
  - v. Research and define master data management techniques to centrally manage lookup tables, business glossaries, and data profile information.
  - vi. Perform data cleansing efforts on known challenges with source system data, as well as implementing specific system Business Rules to align to a common aggregation model defined by the contractor in support of Prototype Use Cases.
  - vii. Implement efficient checks on data as it arrives in the data platform and automate checks against known values following transformations.
  - viii. Update data catalog / metadata repository for any new data sets and demonstrate data lineage capabilities of Data Storage component of the Enterprise Data Environment as part of Use Case demonstrations.
  - ix. Ensure final transformed data output includes a modern, structured, searchable database depending on Use Case.
  
- c. Cloud Platform Services Support:
  - i. Provide Operations and Maintenance (O&M) support to the Advana Amazon Web Services (AWS) Cloud platform.
  - ii. Support Risk Management Framework (RMF) accreditation activities and all Cyber and Information Assurance compliance activities.
  - iii. Ensure that the platform is subject to automated security vulnerability scanning prior to deployment. The contractor shall remediate any issues identified.
  - iv. Identify security issues that cannot be immediately completed. The contractor shall document with a Plan of Action and Milestones (POA&M) remediating action and a timeline for completion.
  - v. Inherit the security controls provided by the Advana production environment on both Non-Classified Internet Protocol Router (NIPR) and Secret Internet Protocol Routing (SIPR). The contractor shall be required to conduct periodic security evaluations, review logs, and submit technical documentation to include system design specifications and software version description documentation, as requested.

## SECTION C – DESCRIPTION / PERFORMANCE WORK STATEMENT

- vi. Provide a dedicated security engineering focus on anomaly detection, security implementation, and best practice alignment across the platform. Continuous security reviews of threat vectors to Advana shall be conducted across the platform.
- vii. Conform with the Advana configuration management approach to include documenting all production changes in a Jira change request, providing all required documentation, following appropriate configuration management (CM) processes, presenting to the Advana Technical Review Board (Change Control Board), and updating change request material as needed.
- viii. Maintain the Advana user base and coordinate with Advana operations to ensure a smooth onboarding process.
- ix. Follow Advana Help Desk procedures, and coordinate with Advana help desk support to provide Tier II and Tier III responses for all troubleshooting activities.
- x. Work with Advana operations to conduct an Annual Operational Analysis to determine new functional enhancements or requirements.
- xi. Develop a data analytics report (Section F, Deliverable 13) to identify available insights in internal and external data sets.
- xii. Provide sensitive data handling status tracking (Section F, Deliverable 15) that identifies data gaps and data quality issues.
- xiii. The contractor shall report cloud operations (Section F, Deliverable 16) identifying security vulnerability scanning, remediation plans, and security issues identified.

### **C.5.3 TASK 3 – PROVIDE SENSITIVE DATA HANDLING SUPPORT**

The contractor shall research data fusion efforts, which may include the receipt, storage, analysis, and protection of PII or PHI of DoD military and civilian personnel and military personnel dependents. Requirements shall include the following:

- a. Provide research integrating an enterprise-wide data integration environment to address DoD information analysis. This research shall develop and provide the data platform and analytical tools for authorized DoD Office of People Analytics, Defense Manpower Data Center, and Military Department staff officers, researchers and analysts to discover and connect data and produce actionable policy and program insights. Research shall include:
  - i. COVID-19 risk management and identification.
  - ii. Congressionally mandated audit requirements.
  - iii. Readiness efforts and DoD component and combatant command personnel.
  - iv. Business analysis.
- b. Monitor and document all PII/PHI datasets entering the Advana environment.
- c. Develop a sensitive data handling architecture (Section F, Deliverable 14) and workflow to make cleansed data available for analytics as requested.
- d. Provide PII/PHI handling status reports (Section F, Deliverable 17).

### **C.5.4 TASK 4 – PROVIDE COMMERCIAL CLOUD ENVIRONMENT SUPPORT**

## SECTION C – DESCRIPTION / PERFORMANCE WORK STATEMENT

The contractor shall provide O&M Support to a Government-owned commercial cloud services provider environment. This shall be a Government owned account procured by and administered by the contractor on behalf of the Government.

PII/PHI shall be stored in a secure, Government-owned GovCloud account, in OUSD(C)-controlled spaces on OUSD systems and stored in files, databases, and other data structures with strict chain of custody controls, to include encryption and data handling procedures.

Requirements shall include the following:

- a. The contractor shall apply research support safeguards as required by DoD Privacy, Covered Defense Information, and Cybersecurity requirements to the AWS GovCloud environment.
- b. The contractor shall verify Advana has received appropriate accreditations from DoD Security and Privacy offices to handle PII/PHI data as well as part of a comprehensive RMF review for technical security control compliance.
- c. The contractor shall provide support when security procedures are audited by a third-party.
- d. The contractor shall process data to reduce and decrease potential impact in event incident.
- e. The contractor shall provide a cloud services cost report (Section F, Deliverable 18) with itemized cost / usage for the cloud service.

SECTION D – PACKAGING AND MARKING

This page intentionally left blank.

## SECTION E – INSPECTION AND ACCEPTANCE

### **E.1 PLACE OF INSPECTION AND ACCEPTANCE**

Inspection and acceptance of all work performance, reports, and other deliverables under this TO will be performed in Washington, DC by the FEDSIM COR and OUSD(C) TPOC.

### **E.2 SCOPE OF INSPECTION**

All deliverables will be inspected for content, completeness, accuracy, and conformance to TO requirements by the FEDSIM COR and OUSD(C) TPOC. Inspection may include validation of information or software through the use of automated tools, testing, or inspections of the deliverables, as specified in the TO. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality, and adequacy of all deliverables.

The Government requires a period NTE 15 workdays after receipt of final deliverable items for inspection and acceptance or rejection.

### **E.3 BASIS OF ACCEPTANCE**

The basis for acceptance shall be in compliance with the requirements set forth in the TO and relevant terms and conditions of the contract. Deliverable items rejected shall be corrected in accordance with the applicable clauses.

Acceptance will occur when all discrepancies, errors, or other deficiencies identified in writing by the Government have been resolved, through documentation updates, program correction, or other mutually agreeable methods.

Reports, documents, and narrative-type deliverables will be accepted when all discrepancies, errors, or other deficiencies identified in writing by the Government have been corrected. If the deliverable is adequate, the Government may accept the draft and provide comments for incorporation.

All of the Government's comments on deliverables shall either be incorporated in the succeeding version of the deliverable, or the contractor shall explain to the Government's satisfaction why such comments should not be incorporated.

If the Government finds that a deliverable contains spelling errors, grammatical errors, or improper format, or otherwise does not conform to the quality assurance requirements stated within this TO, the document may be rejected without further review and returned to the contractor for correction and resubmission. If the contractor requires additional Government guidance to produce an acceptable version, the contractor shall arrange a meeting with the FEDSIM COR.

### **E.4 DELIVERABLES**

The Government will provide written acceptance, comments, and/or change requests, if any, within 15 workdays (unless specified otherwise in Section F) from Government receipt of the deliverable. Upon receipt of the Government comments, the contractor shall have ten workdays to incorporate the Government's comments and/or change requests and to resubmit the deliverable.

## SECTION E – INSPECTION AND ACCEPTANCE

### **E.5 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT**

The FEDSIM CO or FEDSIM COR will provide written notification of acceptance or rejection (Section J, Attachment E) of all final deliverables within 15 workdays (unless specified otherwise in Section F). All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

### **E.6 NON-CONFORMING PRODUCTS OR SERVICES**

Non-conforming products or services will be rejected. Deficiencies shall be corrected, by the contractor, within ten workdays of the rejection notice. If the deficiencies cannot be corrected within ten workdays, the contractor shall immediately notify the FEDSIM COR of the reason for the delay and provide a proposed corrective action plan within ten workdays.

SECTION F – DELIVERIES OR PERFORMANCE

**F.1 PERIOD OF PERFORMANCE**

The period of performance for this TO is a five-month Base Period with two, one month options.

Base Period:	To Be Determined (TBD) at Award
First Option Period:	TBD at Award
Second Option Period:	TBD at Award

**F.2 PLACE OF PERFORMANCE**

Place of performance is Washington, DC.

No long-distance travel is anticipated to be required in support of this effort.

**F.3 TASK ORDER (TO) SCHEDULE AND MILESTONE DATES**

The following schedule of milestones will be used by the FEDSIM COR to monitor timely progress under this TO.

The following abbreviations are used in this schedule:

- DEL: Deliverable
- NLT: No Later Than
- TOA: Task Order Award

Deliverables are due the next Government workday if the due date falls on a holiday or weekend.

The Government Rights in Data for all deliverables listed in the table below is Defense Federal Regulation Supplement (DFARS) 252.227-7013 and 252.227-7014.

Data Rights Clause - Abbreviations in the Gov't Rights column of the table below shall be interpreted as follows:

UR: Unlimited Rights, per DFARS 252.227-7013

For software or documents that may be either proprietary Commercial Off-the-Shelf (COTS) or custom, Restricted Software/Limited Rights Data may apply to proprietary COTS software or documents and UR rights apply to custom software or documents. The Government asserts UR rights to open source COTS software. Any collateral agreements proposed for data, regardless of the type of rights offered, shall be subject to the requirements of TOR Section H.7.1 and H.7.2. For purposes of the foregoing, the terms "collateral agreement," "Supplier Agreement," and "Commercial Supplier Agreement" have the same meaning.

The Government does not assert any rights to management software tools if the contractor does not plan to charge the Government directly for that tool and does not propose that the Government will own or use that tool.

The Government Rights in Data for all deliverables are listed in the table below.

The contractor shall deliver the deliverables listed in the following table on the dates specified:

SECTION F – DELIVERIES OR PERFORMANCE

<b>DEL. #</b>	<b>MILESTONE/ DELIVERABLE</b>	<b>CLIN</b>	<b>TOR REFERENCE</b>	<b>DATE OF COMPLETION/ DELIVERY</b>	<b>GOV'T RIGHTS</b>
	Project Start (PS)	0001		At TOA	N/A
01	Kick-Off Meeting Agenda	0001	C.5.1.2	NLT 3 workdays prior to the Kick-Off Meeting	UR
02	Kick-Off Meeting	0001	C.5.1.2	Within 5 workdays of TOA	N/A
03	Kickoff Meeting Minutes Report	0001	C.5.1.2	5 workdays after Kickoff Meeting	UR
04	Monthly Status Report	0001	C.5.1.3	10 <sup>th</sup> calendar day of each month	UR
05	Monthly Technical Status Meeting	0001	C.5.1.4	Monthly	N/A
06	Monthly Technical Status Meeting Minutes	0001	C.5.1.4	5 workdays after Monthly Technical Status Meeting	UR
07	Weekly Technical Status Meeting	0001	C.5.1.5	Weekly	N/A
08	Weekly Technical Status Meeting Minutes	0001	C.5.1.5	2 workdays after Weekly Technical Status Meeting	UR
09	QMP	0001	C.5.1.6	At Kick-Off Meeting	UR

SECTION F – DELIVERIES OR PERFORMANCE

10	Transition-In Plan	0001	C.5.1.7	At Kick-Off Meeting	UR
11	Transition-Out Plan	0001	C.5.1.8	Within 3 months of PS	UR
12	Copy of TO (initial award and all modifications)		F.4	Within 10 workdays of TOA	UR
13	Data Analytics Reports	X001	C.5.2	10 <sup>th</sup> calendar day of each month	UR
14	Sensitive Data Handling Technical Architecture	X001	C.5.3	20 workdays after TOA	UR
15	Sensitive Data Handling Tracker	X001	C.5.2	10 <sup>th</sup> calendar day of each month	UR
16	Cloud Operations Report	X001	C.5.2	10 <sup>th</sup> calendar day of each month	UR
17	PII/PHI Handling Status Reports	X001	C.5.3	10 <sup>th</sup> calendar day of each month	UR
18	Cloud Services Cost Report	X001	C.5.4	10 <sup>th</sup> calendar day of each month	UR

## SECTION F – DELIVERIES OR PERFORMANCE

**The contractor shall mark all deliverables listed in the above table to indicate authorship by contractor (i.e., non-Government) personnel; provided, however, that no deliverable shall contain any proprietary markings inconsistent with the Government’s data rights set forth in this TO. The Government reserves the right to treat non-conforming markings in accordance with Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7013 and 252.227-7014.**

### **F.4 PUBLIC RELEASE OF CONTRACT DOCUMENTS REQUIREMENT**

The contractor agrees to submit, within ten workdays from the date of the FEDSIM CO’s execution of the initial TO, or any modification to the TO (exclusive of Saturdays, Sundays, and Federal holidays), a Portable Document Format (PDF) file of the fully executed document with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of GSA (Section F, Deliverable 10). The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 United States Code (U.S.C.) § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall explain why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to the contract requirement may itself be subject to disclosure under the FOIA. Submission of the proposed redactions constitutes concurrence of release under FOIA.

GSA will carefully consider the contractor’s proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in such executed documents may be properly withheld.

### **F.5 DELIVERABLES MEDIA**

The contractor shall deliver all electronic versions by electronic mail (email) and removable electronic media, as well as placing in the OUSC(C)’s designated repository. If the contractor provides a management portal, it shall annually or as requested provide the FEDSIM COR with physical media that contains a copy of the site content.

The following are the required electronic formats, whose versions must be compatible with the latest, commonly available version on the market.

- |                 |                                       |
|-----------------|---------------------------------------|
| a. Text         | Microsoft (MS) Word, Google Docs, PDF |
| b. Spreadsheets | MS Excel, Google Sheets               |
| c. Briefings    | MS PowerPoint, Google Slides          |
| d. Drawings     | MS Visio, Google Drawings             |
| e. Schedules    | MS Project, Smartsheet                |

### **F.6 PLACE(S) OF DELIVERY**

Copies of all deliverables shall be delivered to the FEDSIM COR at the following address:

GSA FAS AAS FEDSIM  
ATTN: Jay Garg, COR (QF0B)  
1800 F Street, NW

SECTION F – DELIVERIES OR PERFORMANCE

Washington, D.C. 20405  
Telephone 202-803-0272  
Email: jay.garg@gsa.gov

Copies of all deliverables shall also be delivered to the OUSD(C) TPOC. The OUSD(C) TPOC name, address, and contact information will be provided at award.

**F.7 NOTICE REGARDING LATE DELIVERY/PROBLEM NOTIFICATION REPORT (PNR)**

The contractor shall notify the FEDSIM COR via a PNR (Section J, Attachment C) as soon as it becomes apparent to the contractor that a scheduled delivery shall be late. The contractor shall include in the PNR the rationale for late delivery, the expected date for the delivery, and the project impact of the late delivery. The FEDSIM COR will review the new schedule and provide guidance to the contractor. Such notification in no way limits any Government contractual rights or remedies including, but not limited to, termination.

## SECTION G – CONTRACT ADMINISTRATION DATA

### **G.1 CONTRACTING OFFICER’S REPRESENTATIVE (COR)**

The FEDSIM CO appointed a FEDSIM COR in writing through a COR Appointment Letter (Section J, Attachment A). The FEDSIM COR will receive, for the Government, all work called for by the TO and will represent the FEDSIM CO in the technical phases of the work. The FEDSIM COR will provide no supervisory or instructional assistance to contractor personnel.

The FEDSIM CO appointed an OUSD(C) TPOC in writing through a TPOC Appointment Letter (Section J, Attachment O). The OUSD(C) TPOC will review, for the Government, all work called for by the TO in the technical phases of the work. The OUSD(C) TPOC will provide no supervisory or instructional assistance to contractor personnel.

The FEDSIM COR or OUSD(C) TPOC are not authorized to change any of the terms and conditions, scope, schedule, and price of the Contract or the TO. Changes in the scope of work will be made only by the FEDSIM CO by properly executed modifications to the Contract or the TO.

#### **G.1.1 CONTRACT ADMINISTRATION**

Contracting Officer:

Kristen Jarembak  
GSA FAS AAS FEDSIM (QF0B)  
1800 F Street, NW  
Washington, D.C. 20405  
Telephone: 571-289-6715  
Email: kristen.jarembak@gsa.gov

Contracting Officer’s Representative:

Jay Garg  
GSA FAS AAS FEDSIM (QF0B)  
1800 F Street, NW  
Washington, D.C. 20405  
Telephone: 202-803-0272  
Email: jay.garg@gsa.gov

Technical Point of Contact:

Provided after award.

### **G.2 INVOICE SUBMISSION**

The contractor shall submit Requests for Payments in accordance with the format contained in General Services Administration Acquisition Manual (GSAM) 552.232-25, Prompt Payment (NOV 2009), to be considered proper for payment. In addition, the following data elements shall be included on each invoice.

Task Order Number: *(from GSA Form 300, Block 2)*

## SECTION G – CONTRACT ADMINISTRATION DATA

Paying Number: (ACT/DAC NO.) (From GSA Form 300, Block 4)

FEDSIM Project Number: 2020066DE

Project Title: Advana Data Support

The contractor shall submit invoices as follows:

The contractor shall utilize FEDSIM's electronic Assisted Services Shared Information SysTem (ASSIST) to submit invoices. The contractor shall manually enter CLIN charges into Central Invoice Services (CIS) in the ASSIST Portal. Summary charges on invoices shall match the charges listed in CIS for all CLINs. The contractor shall submit invoices electronically by logging onto the following link (requires Internet Explorer to access the link):

<https://portal.fas.gsa.gov>

Log in using your assigned Identification (ID) and password, navigate to the order against which you want to invoice, click the Invoices and Acceptance Reports link in the left navigator, and then click the *Create New Invoice* button. By utilizing this method, no paper copy of the invoice shall be submitted to GSA FEDSIM or the GSA Finance Center. The contractor shall provide invoice backup data, as an attachment to the invoice, in accordance with the contract type, including detail such as labor categories, rates, and quantities of labor hours per labor category. The FEDSIM COR may require the contractor to submit a written "hardcopy" invoice with the client's certification prior to invoice payment. A paper copy of the invoice is required for a credit.

The contractor is certifying, by submission of an invoice in the CIS, that the invoice is correct and proper for payment.

If there are any issues submitting an invoice, contact the Assisted Acquisition Services Business Systems (AASBS) Help Desk for support at 877-472-4877 (toll free) or by email at [AASBS.helpdesk@gsa.gov](mailto:AASBS.helpdesk@gsa.gov).

### **G.3 INVOICE REQUIREMENTS**

The contractor shall submit a draft copy of an invoice backup in Excel to the FEDSIM COR and OUSD(C) TPOC for review prior to its submission to ASSIST. The draft invoice shall not be construed as a proper invoice in accordance with FAR 32.9 and GSAM 532.9. The contractor shall provide receipts on an as-requested basis.

Each contract type shall be addressed separately in the invoice submission.

The final invoice is desired to be submitted within six months of project completion. Upon project completion, the contractor shall provide a final invoice status update monthly.

Regardless of contract type, the contractor shall report the following data:

- a. GWAC Number.
- b. Task Order Award Number (NOT the Solicitation Number).
- c. Contractor Invoice Number.
- d. Contractor Name.
- e. Point of Contact (POC) Information.
- f. Current period of performance.

## SECTION G – CONTRACT ADMINISTRATION DATA

- g. Amount of invoice that was subcontracted.

The amount of invoice that was subcontracted to a small business shall be made available upon request.

### **G.3.1 TIME-AND-MATERIAL (T&M) CLINs (for LABOR)**

The contractor may invoice monthly on the basis of hours incurred for the T&M CLINs. The invoice shall include the period of performance covered by the invoice (all current charges shall be within the active period of performance) and the CLIN number and title. All hours and costs shall be reported by CLIN element (as shown in Section B), by contractor employee, and shall be provided for the current billing month and in total from project inception to date. The contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the project to date.

- a. Employee name (current and past employees).
- b. Employee company.
- c. Employee labor category.
- d. Monthly and total cumulative hours worked.
- e. Corresponding negotiated TO ceiling rate.
- f. Hours incurred not billed by CLIN.
- g. Total Amount Paid (Lump Sum) by CLIN.

### **G.3.2 OTHER DIRECT COSTS (ODCS)**

The contractor may invoice monthly on the basis of cost incurred for the ODC CLIN. The invoice shall include the period of performance covered by the invoice and the CLIN number and title. In addition, the contractor shall provide the following detailed information for each invoice submitted, as applicable. Spreadsheet submissions are required.

- a. ODCs purchased.
- b. Request to Initiate Purchase (RIP) or Consent to Purchase (CTP) number or identifier.
- c. Date delivery accepted by the Government.
- d. Associated CLIN.
- e. Project-to-date totals by CLIN.
- f. Cost incurred not billed by CLIN.
- g. Remaining balance of the CLIN.

All cost presentations provided by the contractor shall also include any indirect costs being applied with associated cost center information.

### **G.4 TASK ORDER (TO) CLOSEOUT**

The Government will unilaterally close out the TO no later than six years after the end of the TO period of performance if the contractor does not provide final DCAA rates by that time.

## **H.1 KEY PERSONNEL**

The following are the minimum personnel who shall be designated as “Key.” The Government does not intend to dictate the composition of the ideal team to perform this TO.

### a. Program Manager (PM)

The Government desires that Key Personnel be assigned for the duration of the TO.

#### **H.1.1 PROGRAM MANAGER (PM)**

The contractor shall identify a Program Manager (PM) by name who shall provide management, direction, administration, quality assurance (as defined in Section C.5.1), and leadership of the execution of this TO.

It is required that the PM has the following qualifications:

- a. Has a Top Secret (TS) clearance.
- b. Five years of experience overseeing work of similar scope and complexity.
- c. Five years of experience overseeing multiple agile SCRUM teams delivering secure web applications.
- d. Experience managing Federal Information Systems Communications (FISCOM)-Compliant data platforms.

#### **H.1.2 KEY PERSONNEL SUBSTITUTION**

The contractor shall not replace any personnel designated as Key Personnel without the written concurrence of the FEDSIM CO. Prior to utilizing other than the Key Personnel specified in its proposal in response to the TOR, the contractor shall notify the FEDSIM CO and the FEDSIM COR. This notification shall be no later than ten calendar days in advance of any proposed substitution and shall include justification (including resume(s) and labor category of proposed substitution(s)) in sufficient detail to permit evaluation of the impact on TO performance.

Substitute Key Personnel qualifications shall be equal to, or greater than, those of the Key Personnel substituted. If the FEDSIM CO and the FEDSIM COR determine that a proposed substitute Key Personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the TO, the contractor may be subject to default action as prescribed by FAR 52.249-6 Termination.

## **H.2 GOVERNMENT-FURNISHED INFORMATION (GFI)**

The Government will provide the contractor with access to the appropriate reference materials necessary in the performance of this effort.

## **H.3 SECURITY REQUIREMENTS**

In general, all necessary facility and employee security clearances shall be at the expense of the contractor. The contractor shall comply with all security requirements.

### **H.3.1 SECURITY CLEARANCES**

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

Contractor personnel shall have, and be able to maintain, a Secret security clearance in accordance with the National Industrial Security Program (NISP) to access the work area and to fully accomplish assigned work. The PM performing on this TO will require TS in accordance with Department of Defense (DoD) 5220.22-M, National Industrial Security Program Operating Manual (NISPOM) and Air Force Instruction (AFI) 16-1406, Air Force Industrial Security Program requirements while performing services to requester.

In general, all necessary facility and employee security clearances shall be at the expense of the contractor. The contractor shall comply with all security requirements.

The security requirements are in accordance with the attached DRAFT DD Form 254 (Section J, Attachment F).

### **H.3.2 FACILITY CLEARANCE LEVEL (FCL)**

A facility security clearance at the TS level is required at the time of proposal submission for Public Trust requirements for TO performance in accordance with the DD Form 254, DoD Contract Security Classification Specification (Section J, Attachment F).

### **H.3.3 INFORMATION ASSURANCE**

The contractor may have access to sensitive (to include privileged and confidential) data, information, and materials of the U.S. Government. These printed and electronic documents are for internal use only and remain the sole property of the U.S. Government. Some of these materials are protected by the Privacy Act of 1974 (AMENDED) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense.

### **H.3.4 DATA HANDLING AND OWNERSHIP**

The Government shall have sole-ownership of all data, reports, and deliverables created, produced, or analyzed during performance of this requirement.

Upon TO completion, the contractor shall discard all data according to appropriate records management procedures in accordance with DoD Security and Privacy. Security procedures for the Government facility shall be followed with all data disposition.

### **H.3.5 SAFEGUARDING SENSITIVE DATA AND INFORMATION TECHNOLOGY RESOURCES**

#### **H.3.5.1 GENERAL REQUIREMENTS**

This Section addresses the contractor's requirements under The Privacy Act of 1974 (Privacy Act), The Freedom of Information Act (FOIA), and The Health Insurance Portability and Accountability Act (HIPAA) as set forth in applicable statutes, implementing regulations and Department of Defense (DoD) issuances. In general, the contractor shall comply with the specific requirements set forth in this Section and elsewhere in this TO. The contractor shall also comply with requirements relating to records management as described herein.

This TO incorporates by reference the federal regulations and DoD issuances referred to in this Section. If any authority is amended or replaced, the changed requirement is effective when it is incorporated under contract change procedures. Where a federal regulation and any DoD issuance govern the same subject matter, the contractor shall first follow the more specific DoD

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

implementation unless the DoD issuance does not address or is unclear on that matter. DoD issuances are available at <http://www.dtic.mil/whs/directives>.

For purposes of this Section, the following definitions apply.

**DoD Privacy Act Issuances** means the DoD issuances implementing the Privacy Act, which are DoDD 5400.11 (October 29, 2014) and DoD 5400.11-R (May 14, 2007).

**HIPAA Rules** means, collectively, the HIPAA Privacy, Security, Breach and Enforcement Rules, issued by the U.S. Department of Health and Human Services (HHS) and codified at 45 Code of Federal Regulations (CFR) Part 160 and Part 164, Subpart E (Privacy), Subpart C (Security), Subpart D (Breach) and Part 160, Subparts C-E (Enforcement), as amended. Additional HIPAA rules regarding electronic transactions and code sets (45 CFR Part 162) are not addressed in this Section and are not included in the term HIPAA Rules.

**DoD HIPAA Issuances** means the DoD issuances implementing the HIPAA Rules in the DoD Military Health System (MHS). These issuances are DoD 6025.18-R (January 24, 2003), Department of Defense Instruction (DoDI) 6025.18 (December 2, 2009), and DoDI 8580.02 (August 12, 2015).

The contractor shall consult with OUSD(C) when PII/PHI data will be accessed, used, disclosed or stored, to perform the requirements of this TO.

The contractor shall comply with the permitted uses established to prevent the unauthorized use and/or disclosure of any PII/PHI, in accordance with the HIPAA Rules and DoD HIPAA Issuances. Likewise, the contractor shall comply with the DoD Privacy Act Issuances.

### **H.3.5.2 PII/PHI DATA.**

The contractor shall not use or further disclose PII / PHI other than as permitted or required by the TO or as Required by Law.

The contractor shall use appropriate safeguards, and comply with the HIPAA Security Rule with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the TO.

The contractor shall report to OUSD(C) any breach of which it becomes aware, and shall proceed with breach response steps as required. With respect to electronic PHI, the contractor shall also respond to any security incident of which it becomes aware in accordance with any applicable DoD cybersecurity and National Institute of Standards and Technology (NIST) requirements. If at any point the contractor becomes aware that a security incident involves a breach, the contractor shall immediately initiate breach response as required by this Section.

In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), respectively, as applicable, the contractor shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the contractor agree to the same restrictions, conditions, and requirements that apply to the contractor with respect to such PHI.

With respect to individual rights of access to PHI, the contractor shall make available PHI in a designated record set to the individual or the individual's designee as necessary to satisfy DoD's obligations under the DoD HIPAA Issuances and the corresponding 45 CFR 164.524. If the contractor intends to deny the individual's request, the contractor shall forward it (within seven working days of receipt) to the CO. The CO shall make a determination within 20 calendar days

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

(50 calendar days for justified delays) of the request. The CO shall notify the individual, with a copy to the contractor, of any approved or denied access determinations and the reason for any denial. The individual may appeal the denial determination to the DoD Privacy Office.

The contractor shall make any amendment(s) to PHI in a designated record set as directed or agreed to by OUSD(C), or take other measures as necessary to satisfy DoD's obligations under the DoD HIPAA Issuances and the corresponding 45 CFR 164.526.

The contractor shall maintain and make available to the Government the information required to provide an accounting of disclosures to the OUSD(C) or to the individual as necessary to satisfy DoD's obligations under the DoD HIPAA Issuances and the corresponding 45 CFR 164.528.

### **H.3.5.3 BREACH RESPONSE**

#### **H.3.5.3.1 DEFINITIONS RELATED TO BREACH RESPONSE**

Breach means a loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than an authorized purpose have access or potential access to PII, whether physical or electronic. The foregoing definition is based on the definition of breach in DoDD 5400.11. Breaches are classified as either possible or confirmed (see the following two definitions) and as either cyber or non-cyber (i.e., involving either electronic PII/PHI or paper/oral PII/PHI).

A possible breach is an incident where the possibility of unauthorized access is suspected (or should be suspected) and has not been ruled out. For example, if a laptop containing PII/PHI is lost, and the contractor does not initially know whether or not the PII/PHI was encrypted, then the incident must initially be classified as a possible breach, because it is impossible to rule out the possibility of unauthorized access to the PII/PHI. In contrast, that possibility can be ruled out immediately, and a possible breach has not occurred, when misdirected postal mail is returned unopened in its original packaging. However, if the intended recipient informs the contractor that an expected package has not been received, then a possible breach exists until and unless the unopened package is returned to the contractor. In determining whether unauthorized access should be suspected, the contractor shall consider at least the following factors:

- How the event was discovered;
- Did the information stay within the covered entity's control;
- Was the information actually accessed/viewed; and
- Ability to ensure containment (e.g., recovered, destroyed, or deleted).

A confirmed breach is an incident in which it is known that unauthorized access could occur. For example, if a laptop containing PII/PHI is lost and the contractor knows that the PII/PHI is unencrypted, then the contractor should classify and report the incident as a confirmed breach, because unauthorized access could occur due to the lack of encryption (the contractor knows this even without knowing whether or not unauthorized access to the PII/PHI has actually occurred). If the laptop is subsequently recovered and forensic investigation reveals that files containing PII/PHI were never accessed, then the possibility of unauthorized access can be ruled out, and the contractor should re-classify the incident as a non-breach incident.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

A HIPAA breach is an incident that satisfies the definition of breach in 45 CFR 164.402.

A cybersecurity incident is a violation or imminent threat of violation of computer security policies, acceptable use policies, or standard security practices, with respect to electronic PII/PHI. A cybersecurity incident may or may not involve a breach of PII/PHI. For example, a malware infection would be a possible breach if it could cause unauthorized access to PII/PHI. However, if the malware only affects data integrity or availability (not confidentiality), then a non-breach cybersecurity incident has occurred.

### **H.3.5.3.2 GENERAL**

The breach response requirements set forth in this Section are designed to satisfy both the DoD Privacy Act Issuances and the HIPAA Breach Rule, 45 CFR Part 164, Subpart D, as applicable. The definition of breach above is based on the definition of breach in the DoD Privacy Act Issuances. This Privacy Act definition is broader than a HIPAA breach as defined above. Thus, a Privacy Act breach would not constitute a HIPAA breach if the PII involved does not include PHI or if it involves PHI but is excluded from the definition of HIPAA breach. If a breach is not a HIPAA breach, then the contractor has no HIPAA breach response obligations. In such cases, the contractor must still comply with breach response requirements under the DoD Privacy Act Issuances, as stated in this Section.

Because DoD defines “breach” to include possible (suspected), as well as actual (confirmed) breaches, the contractor shall implement these breach response requirements immediately upon the contractor’s discovery of a possible breach. These procedures focus on the first two steps (breach identification and reporting) of a comprehensive breach response program, but also require addressing the remaining steps: containment, mitigation (which includes individual notification), eradication, recovery, and follow-up.

The contractor shall establish internal processes for carrying out the procedures set forth below. These processes shall assign responsibility for investigating, classifying, reporting and otherwise responding to breaches and cybersecurity incidents. The contractor should consult with the DoD Privacy Office where guidance is needed, such as when the contractor is uncertain whether a discovered breach is the contractor’s responsibility (e.g., if the contractor discovers a breach not caused by the contractor), or how the contractor is to classify an incident (breach vs. non-breach, confirmed vs. possible, cyber vs. non-cyber). Under no circumstances will a contractor delay reporting a confirmed or possible breach to the DoD Privacy Office beyond the 24-hour deadline (see Section H.3.5.3.3) while waiting for the DoD Privacy Office guidance or while investigating the incident. In conjunction with its initial investigation, the contractor shall immediately take steps to minimize any impact from the occurrence, proceed with further investigation of any relevant details (such as root causes, vulnerabilities exploited), and initiate further breach response steps.

In the event of a cybersecurity incident not involving a PII/PHI breach, the contractor shall follow applicable DoD cybersecurity and NIST requirements, which include United States-Computer Emergency Readiness Team (US-CERT) reporting (see Section H.3.5.2). If at any point a contractor finds that a cybersecurity incident involves a PII/PHI breach (possible or confirmed), the contractor shall immediately initiate the reporting procedures set forth below. The contractor shall also continue to follow any required cybersecurity incident response procedures and other applicable DoD cybersecurity requirements.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

The contractor shall require subcontractors who discover a possible breach or cybersecurity incident to initiate the incident response requirements herein by reporting the incident to the contractor immediately after discovery. The time of that report to the contractor shall trigger the contractor's DoD Privacy Office reporting deadline (24 hours) under Section H.3.5.3.3. If a cybersecurity incident is involved, the contractor's deadline for US-CERT reporting (1 hour) runs from the time the incident is confirmed. The contractor shall require the subcontractor to cooperate as necessary to meet these deadlines, maintain records, and otherwise enable the contractor to complete the breach response requirements herein. Alternatively, the contractor and subcontractor may agree that the subcontractor shall report directly to US-CERT and the DoD Privacy Office, and that the subcontractor shall be responsible for completing the response process, provided that such agreement requires the subcontractor to inform the contractor of the incident and the subsequent response actions.

Contractors shall maintain records of all breach and cybersecurity incident investigations, regardless of the outcome. Investigations identifying unauthorized disclosures must be logged for HIPAA and Privacy Act disclosure accounting purposes, whether or not individual notification is required under the HIPAA Breach Rule.

Contractors, when acting as HIPAA-covered entities (rather than as business associates), are not subject to the breach response requirements herein. However, such contractors are subject to both the HIPAA Breach Rule (applicable to them in their capacity as covered entities) and DoD cybersecurity requirements (applicable to them in their capacity as DoD contractors).

### **H.3.5.3.3 REPORTING PROVISIONS**

Immediately upon discovery of a possible or confirmed breach or cybersecurity incident, the contractor shall initiate an investigation. If the incident involves electronic PII/PHI, and if the investigation finds a confirmed breach or cybersecurity incident, the contractor shall report it, within 1 hour of confirmation, to the US-CERT Incident Reporting System at <https://forms.us-cert.gov/report/>, as required by the Department of Homeland Security (DHS).

The contractor shall provide any updates to the initial US-CERT report by email to [soc@us-cert.gov](mailto:soc@us-cert.gov), with the Reporting Number in the subject line. The contractor shall provide a copy of the initial or updated US-CERT report to the DoD Privacy Office if requested. Contractor questions about US-CERT reporting shall be directed to the DoD Privacy Office, not the US-CERT office.

In addition to US-CERT reporting, the contractor shall report to the DoD Privacy Office by submitting the form specified below within 24 hours of discovery of a breach (possible or confirmed), unless the breach falls within a category that the Privacy Office has determined to be not reportable. This 24-hour period runs from the time of discovery, unlike the 1 hour US-CERT reporting period, which runs from the time a cybersecurity incident is confirmed. Thus, depending on the time period needed to confirm, the report to the DoD Privacy Office may be due either before or after the US-CERT report.

The breach report form required within the 24-hour deadline shall be sent by e-mail to: [whs.mc-alex.esd.mbx.osd-js-privacy-office@mail.mil](mailto:whs.mc-alex.esd.mbx.osd-js-privacy-office@mail.mil). The contractor shall also e-mail the report to the CO, the COR and its usual point of contact at the applicable Program Office. Encryption is not required, because reports and notices shall not contain PII/PHI. If electronic mail is not available,

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

telephone notification is also acceptable (at 571-372-0478), but all notifications and reports delivered telephonically must be confirmed in writing as soon as technically feasible.

Contractors shall prepare the breach reports required within the 24-hour deadline by completing the Breach Reporting Department of Defense (DD) Form DD 2959 (Breach of PII Report), available at the Breach Response link on the DoD Privacy Office web site, <http://www.health.mil/Military-Health-Topics/Privacy-and-Civil-Liberties/Breaches-of-PII-and-PHI>. For non-cyber incidents without a US-CERT number, the contractor shall assign an internal tracking number and include that number in Box 1.e of the DD Form 2959. The contractor shall coordinate with the DoD Privacy Office for subsequent action, such as beneficiary notification, and mitigation. The contractor must promptly update the DD Form 2959 as new information becomes available.

When a Breach Report Form initially submitted is incomplete or incorrect due to unavailable information, or when significant developments require an update, the contractor shall submit a revised form or forms promptly after the new information becomes available, stating the updated status and previous report date(s) and showing any revisions or additions in red text. The contractor shall provide updates to the same parties as required for the initial Breach Report Form.

If the DoD Privacy Office determines that individual notification is required, the contractor shall provide written notification to beneficiaries affected by the breach as soon as possible, but no later than ten working days after the breach is discovered and the identities of the beneficiaries are ascertained. The ten day period begins when the contractor is able to determine the identities (including addresses) of the beneficiaries whose records were impacted. If notification cannot be accomplished within ten working days, the contractor shall notify the DoD Privacy Office.

The contractor's proposed notification to be issued to the affected beneficiaries shall be submitted to the DoD Privacy Office for approval. The notification to beneficiaries shall include, at a minimum, the following:

- Specific data elements,
- Basic facts and circumstances,
- Recommended precautions the beneficiary can take,
- Federal Trade Commission (FTC) identity theft hotline information, and
- Any mitigation support services offered, such as credit monitoring.

Contractors shall ensure any envelope containing written notifications to affected individuals are clearly labeled to alert the recipient to the importance of its contents, e.g., "Data Breach Information Enclosed," and that the envelope is marked with the identity of the Contractor and/or subcontractor organization that suffered the breach.

If media notice is required, the contractor will submit a proposed notice and suggested media outlets for the DoD Privacy Office review (which will include coordination with the DoD Communications Division) and approval.

In the event the contractor is uncertain on how to apply the above requirements, the contractor shall consult with the CO, who will consult with the Privacy Office as appropriate when determinations on applying the above requirements are needed.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

The contractor shall, at no cost to the government, bear any costs associated with a breach of PII/PHI that the contractor has caused.

### **H.4 ORGANIZATIONAL CONFLICT OF INTEREST AND NON-DISCLOSURE REQUIREMENTS**

#### **H.4.1 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)**

If a contractor has performed, is currently performing work, or anticipates performing work that creates or represents an actual or potential OCI, the contractor shall immediately disclose this actual or potential OCI to the FEDSIM CO in accordance with FAR Subpart 9.5. The nature of the OCI may involve the prime contractor, subcontractors of any tier, or teaming partners.

#### **H.4.2 NON-DISCLOSURE REQUIREMENTS**

If the contractor acts on behalf of, or provides advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, then the contractor shall execute and submit a Corporate Non-Disclosure Agreement (NDA) Form (Section J, Attachment H) and ensure that all its personnel (to include subcontractors, teaming partners, and consultants) who shall be personally and substantially involved in the performance of the TO:

- a. Are instructed in the FAR 3.104 requirements for disclosure, protection, and marking of contractor bid or proposal information, or source selection information.
- b. Are instructed in FAR Part 9 for third-party disclosures when acting in an advisory capacity.

All proposed replacement contractor personnel shall also be instructed in the requirements of FAR 3.104. Any information provided by contractors in the performance of this TO or obtained from the Government is only to be used in the performance of the TO. The contractor shall put in place appropriate procedures for the protection of such information and shall be liable to the Government for any misuse or unauthorized disclosure of such information by its personnel, as defined above.

### **H.5 CONTRACTOR IDENTIFICATION**

As stated in 48 CFR 211.106, Purchase Descriptions for Service Contracts, contractor personnel shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and by displaying distinguishing badges or other visible identification for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

### **H.6 TOOLS (HARDWARE/SOFTWARE) AND/OR ODCs**

The Government may require the contractor to purchase hardware, software, and related supplies critical and related to the services being acquired under the TO. Such requirements will be identified at the time a TOR is issued or may be identified during the course of a TO by the Government or the contractor. If the contractor initiates a purchase within the scope of this TO and the prime contractor has an approved purchasing system, the contractor shall submit to the FEDSIM COR a Request to Initiate Purchase (RIP) (Section J, Attachment N). If the prime

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

contractor does not have an approved purchasing system, the contractor shall submit to the FEDSIM CO Consent to Purchase (CTP) (Section J, Attachment P). The RIP and CTP shall:

- a. Be prepared in a legible manner.
- b. Include the purpose of the purchase.
- c. Specify the items being purchased.
- d. Show the estimated cost of the purchase.
- e. Include a cost comparison.
- f. Show the rationale behind the purchase.

The contractor shall not make any purchases without an approved RIP from the FEDSIM COR or an approved CTP from the FEDSIM CO and without complying with the requirements of Section H.7.2.

### **H.7 COMMERCIAL SUPPLIER AGREEMENTS**

H.7.1 The Government understands that commercial software tools that may be purchased in furtherance of this TO as described in Section C.5 and as contemplated in the ODCs CLIN in Section B.4 may be subject to commercial agreements which may take a variety of forms, including without limitation licensing agreements, terms of service, maintenance agreements, and the like, whether existing in hard copy or in an electronic or online format such as “clickwrap” or “browsewrap” (collectively, “Supplier Agreements”). The contractor shall provide all applicable Supplier Agreements to the FEDSIM CO prior to purchase and shall cooperate with the Government in negotiating suitable terms to comply with this Section which shall be “specific rights” pursuant to DFARS 227.7202-3.

H.7.2 The contractor shall ensure that any proposed Supplier Agreements allow the associated software and services to be used as necessary to achieve the objectives of this TO. The contractor shall provide all applicable Supplier Agreements to the FEDSIM CO prior to purchase and shall cooperate with the Government, including negotiations with the licensor as appropriate, to ensure compliance with this Section. Without limiting the generality of the foregoing, a compliant Supplier Agreement shall permit all of the following at no extra charge to the Government: (a) access and use by support contractors, including a successor contractor upon termination or expiration of this TO; (b) access and use by employees of other Federal, state, and local law enforcement agencies; (c) transfer to a different data center and/or a successor contractor’s cloud; and (d) the creation of derivative works that shall be subject to at least the same rights as set forth in subparagraphs (a) through (c) above.

### **H.8 INTELLECTUAL PROPERTY RIGHTS**

The existence of any patent, patent application or other intellectual property right that encumbers any deliverable must be disclosed in writing on the cover letter that accompanies the delivery. If no such disclosures are provided, the data rights provisions in DFARS 252.227-7013 and 252.227-7014 applies.

### **H.9 PRESS/NEWS RELEASE**

The contractor shall not make any press/news release pertaining to this procurement without prior Government approval and only in coordination with the FEDSIM CO.

**H.10 APPROVED PURCHASING SYSTEM**

The objective of a contractor purchasing system assessment is to confirm it is a Government-approved purchasing system and evaluate the efficiency and effectiveness with which the contractor spends Government funds and complies with Government policy with subcontracting. A Government-audited and approved purchasing system (e.g., approved by DCAA or Defense Contract Management Agency (DCMA)) is mandatory.

When reviews are conducted of the purchasing system during the performance of the TO, the contractor shall provide the results of the review to the FEDSIM CO within ten workdays from the date the results are known to the contractor.

**H.11 SECTION 508 COMPLIANCE REQUIREMENTS**

Unless the Government invokes an exemption, all Electronic and Information Technology (EIT) products and services proposed shall fully comply with Section F08 of the Rehabilitation Act of 1973, per the 1998 Amendments, 29 U.S.C. 794d, and the Architectural and Transportation Barriers Compliance Board’s Electronic and Information Technology Accessibility Standards at 36 Code of Federal Regulations (CFR) 1194. The contractor shall identify all EIT products and services provided, identify the technical standards applicable to all products and services provided, and state the degree of compliance with the applicable standards. Additionally, the contractor must clearly indicate where the information pertaining to Section F08 compliance can be found (e.g., Vendor’s or other exact web page location). The contractor must ensure that the list is easily accessible by typical users beginning at time of award.

## SECTION I – CONTRACT CLAUSES

### **I.1 TASK ORDER CLAUSES**

All applicable and required clauses set forth in FAR 52.301 automatically flow down to all Alliant 2 TOs, based on their specific contract type (e.g., cost, fixed-price, etc.), statement of work, competition requirements, commercial or not commercial, and dollar value as of the date the TO solicitation is issued.

### **I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This TO incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the FEDSIM CO shall make their full text available. Also, the full text of a clause may be accessed electronically at the FAR website:

<http://www.acquisition.gov/far/>

<b>FAR</b>	<b>TITLE</b>	<b>DATE</b>
52.204-2	Security Requirements	AUG 1996
52.204-14	Service Contract Reporting Requirements	OCT 2016
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	OCT 2010
52.215-23	Limitations on Pass-Through Charges	JUN 2020
52.216-7	Allowable Cost and Payment Fill-in: 30 days	AUG 2018
52.224-3	Privacy Training	JAN 2017
52.232-7	Payments Under Time-and-Materials and Labor-Hour Contracts Fill-in: 30 <sup>th</sup> Day	AUG 2012
52.232-22	Limitation of Funds	APR 1984
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.239-1	Privacy or Security Safeguards	AUG 1996
52.246-6	Inspection—Time-and-Material and Labor-Hour	MAY 2001
52.251-1	Government Supply Sources	APR 2012

**I.3 FAR CLAUSES INCORPORATED BY FULL TEXT**

**FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People’s Republic of China.

*Covered telecommunications equipment or services* means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

## SECTION I – CONTRACT CLAUSES

- (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

- (b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with

## SECTION I – CONTRACT CLAUSES

an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional

## SECTION I – CONTRACT CLAUSES

efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- (e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

### **FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- a. The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed seven months.

(End of clause)

### **I.4 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM) CLAUSES INCORPORATED BY REFERENCE**

The full text of a provision may be accessed electronically at the GSAM website:

<https://www.acquisition.gov/gsam/gsam.html>

<b>GSAM</b>	<b>TITLE</b>	<b>DATE</b>
552.204-9	Personal Identity Verification Requirements	JUL 2020
552.232-25	Prompt Payment	NOV 2009
552.232-39	Unenforceability of Unauthorized Obligations (FAR Deviation)	FEB 2018
552.232-78	Commercial Supplier Agreements-Unenforceable Clauses	FEB 2018

### **I.5 DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) CLAUSES INCORPORATED BY REFERENCE**

The full text of a provision may be accessed electronically at Defense Procurement and Acquisition Policy website:

[www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html/](http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html/)

<b>DFARS</b>	<b>TITLE</b>	<b>DATE</b>
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7009	Limitations on the Use or Disclosure of Third- Party Contractor	OCT 2016

SECTION I – CONTRACT CLAUSES

	Reported Cyber Incident Information	
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.223-7004	Drug-Free Work Force	SEP 1988
252.227-7013	Rights in Technical Data Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions – Computer Software	SEP 2016
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government.	JUN 1995
252.227-7030	Technical Data – Withholding of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.239-7010	Cloud Computing Services	OCT 2016

SECTION J – LIST OF ATTACHMENTS

**J.1 LIST OF ATTACHMENTS**

The following attachments are attached, either in full text or electronically at the end of the TOR.

<b>ATTACHMENT</b>	<b>TITLE</b>
A	COR Appointment Letter
B	Incremental Funding Chart (electronically attached .xls) (Attached at TO award)
C	Problem Notification Report (PNR) Template
D	Monthly Status Report (MSR) Template
E	Deliverable Acceptance-Rejection Report Template
F	Draft Department of Defense (DD) 254 (electronically attached .pdf)
G	Organizational Conflict of Interest (OCI) Statement
H	Corporate Non-Disclosure Agreement (NDA)
I	Project Staffing Plan Template (To be removed at time of award)
J	Quality Assurance Surveillance Plan (QASP)
K	Solicitation, Offer, and Award (SF33)
L	Question and Answer (Q&A) Template
M	Letters of Commitment Template (To be removed at time of award)
N	Request to Initiate Purchase (RIP) Template (electronically attached .xls)
O	TPOC Appointment Letter
P	Consent to Purchase (CTP) Template (electronically attached.xls)

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF  
OFFERORS OR RESPONDENTS

**K.1 REPRESENTATION PROVISIONS AND CLAUSE PROVIDED IN FULL TEXT**

**FAR 52.204-24 REPRESENTATION REGARDING CERTAIN  
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR  
EQUIPMENT (AUG 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF  
OFFERORS OR RESPONDENTS

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(d) Representations. The Offeror represents that—

(1) It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It [ ] does, [ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

**FAR 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES REPRESENTATION (DEC 2019)**

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representation.* The Offeror represents that it  does,  does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

**L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the FEDSIM CO shall make the full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation of offer. Also, the full text of a solicitation provision may be accessed electronically at:

<https://www.acquisition.gov/far>

<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

<b>FAR</b>	<b>TITLE</b>	<b>DATE</b>
52.204-7	System for Award Management	OCT 2018
52.215-22	Limitations on Pass-Through Charges—Identification of Subcontractor Effort	OCT 2009
52.216-30	Time and Materials/Labor Hour Proposal Requirements - Non-Commercial Item Acquisition Without Adequate Price Competition	FEB 2007
52.217-5	Evaluation of Options	JUL 1990
52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications	AUG 2018
52.232-38	Submission of Electronic Funds Transfer Information with Offer	JUL 2013
52.237-10	Identification of Uncompensated Overtime	MAR 2015

<b>DFARS</b>	<b>TITLE</b>	<b>DATE</b>
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls	OCT 2016
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.239-7009	Representation of Use of Cloud Computing	SEP 2015

**L.1.1 SOLICITATION PROVISIONS PROVIDED IN FULL TEXT**

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

FAR 52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (OCT 2010)

(a) Provide data described below:

All data required to be submitted as part of the offeror's proposal is described in Sections L.5 and L.6 of this solicitation. The offeror must use the formats for submission of data prescribed in these sections. By submitting a proposal, the offeror grants the FEDSIM CO or an authorized representative the right to examine records that formed the basis for the pricing proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual data (regardless of form or whether the data are specifically referenced or included in the proposal as the basis for pricing) that will permit an adequate evaluation of the proposed price.

(End of provision)

**L.2 GENERAL INSTRUCTIONS**

- a. The offeror is expected to examine this entire solicitation document including the Master/Basic Contract. Failure to do so shall be at the offeror's own risk.
- b. The Government may make award based on initial offer received, without discussion of such offer. Proposals shall set forth full, accurate, and complete information as required by this solicitation package (including Attachments listed in Section J). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.
- c. The offeror submitting restricted data shall mark it as follows: Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall –

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, and the Government incorporates the proposal as part of the award, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to the restriction is contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

- d. The Government assumes no liability for disclosure or use of unmarked data and may use or disclose the data for any purpose. Unless restricted, information submitted in response

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

to this request may become subject to disclosure to the public pursuant to the provisions of the Freedom of Information Act (5 U.S.C. 552).

- e. This procurement is conducted under the procedures of FAR Subpart 16.5. The policies and procedures of FAR Subpart 15.3 do not apply.

### **L.3 GENERAL INFORMATION**

The total estimated T&M labor of the TO is between 16,601, and 18,446 hours. The estimate does not include ODCs. Any proposal that is not within this range shall include an explanation that specifically draws the Government's attention to any unique technical aspects of the proposal the offeror would like the Government to consider as the justification for the deviation from the range.

Proposals shall be valid for a period of not less than 30 calendar days from the date of delivery.

**For proposal purposes only**, the offeror shall use a Project Start date of September 14, 2020.

#### **L.3.1 AVAILABILITY OF HARDWARE AND SOFTWARE**

All commercial hardware and software proposed in response to this solicitation document shall have been formally announced for general release on or before the closing date of the solicitation. Failure to have equipment or software announced prior to submission of proposal may render the offeror's proposal NOT ACCEPTABLE.

All commercial and non-commercial hardware and software proposed in response to this solicitation document shall *not* have been formally announced as at its end of life or end of technical support by its publisher or licensor. Proposal of commercial or non-commercial hardware and software that is at its end of life may render the offeror's proposal NOT ACCEPTABLE.

### **L.4 SUBMISSION OF OFFERS**

The offer shall be provided to the Government in two separate parts and shall contain the following:

- a. Part I – Written Administrative and Price Proposal
- b. Part II – Written Technical Proposal

The offeror shall submit each Part on the due dates indicated on the Cover Letter.

Unless otherwise specified, one page is one side of a U.S. Letter size (8.5" x 11") piece of paper. All electronic files shall be in MS Word, PowerPoint, PDF, or Excel formats. Any documents provided in Section J, List of Attachments, shall be submitted using the same file format (e.g., Project Staffing Plan shall be submitted in Excel file format using the Excel template provided); this includes the same font size and margins as the document provided. Printed pages (with the exception of Excel and PowerPoint) must maintain one inch margins. Excel files must maintain margins of no less than 0.7 inches, and PowerPoint files must maintain margins of no less than 0.5 inches. Printed pages must maintain 12 point Times New Roman font and be single spaced,

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

with the exception of charts/graphics/tables. Charts/Graphics/Tables must maintain a minimum of ten point Times New Roman font. Charts/Graphics/Tables embedded in the proposal shall count toward page limitations. Headers and footers may be of a font larger than 12 point, but shall not be smaller than ten point font. Ledger size (11” x 17”) paper may be used in the Project Staffing Plan when providing charts/graphics/tables. A single side of an 11” x 17” piece of paper shall be counted as two pages where page limitations apply. Items such as a Title Page, Table of Contents, Cover Letter, List of Figures, and Acronym Lists are excluded from the page counts below, unless they are inclusive of a document (e.g., a Table of Contents within the Draft Transition-In Plan), in which case it would count toward the stated page limitations. PDF files shall be allowed for executed documents such as Letters of Commitment.

**Any pages submitted beyond the page limitations shall be removed and not evaluated.**

### **L.5 WRITTEN ADMINISTRATIVE AND PRICE PROPOSAL (PART I)**

Part I shall contain the following administrative and price proposal information:

- a. Transmittal/Cover Letter (limited to 4 pages)
- b. OCI Statement and NDA (limited to 4 pages, excluding mitigation plan which has no page limit)
- c. Supplies or Services and Price Section B (no page limit)
- d. Solicitation, Offer and Award (Standard Form (SF) 33) (no page limit)
- e. Letters of Commitment (Section J - Attachment Q) (no page limit)
- f. Subcontractor Support Documentation (no page limit)
- g. Price Assumptions (no page limit)

#### **L.5.1 TRANSMITTAL/COVER LETTER**

The offeror’s Transmittal/Cover Letter for the proposal shall include the following information:

- a. **Proposal POC:** Identification of the offeror’s POC for any matters or issues related to this requirement and its proposal to include: POC name, title, phone number, and e-mail address.
- b. **Contract Registration:** The offeror shall include a statement that the contract vehicle under which this proposal is being submitted has been registered in ASSIST and that all information in ASSIST is up to date. ASSIST can be accessed by visiting the following webpage:  
<https://portal.fas.gsa.gov/assist-web/registration/contractor/search>.
- c. **Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment:** The offeror shall respond in accordance with the provision in FAR 52.204-24 under Section K.
- d. **Section 508 Compliance:** The offeror’s cover letter shall include a statement indicating its capability to comply with Section 508 requirements throughout its performance of this TO in compliance with Section H.12.

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- e. **Awardee of the Master Contract:** The offeror shall represent that it is an awardee of the master contract by providing the appropriate documentation (e.g., a copy of the master contract award or a novation letter).

### **L.5.2 OCI STATEMENT AND NDA**

- a. The offeror and each subcontractor, consultant, and teaming partner, involved in proposal development shall complete and sign an OCI Statement (Section J, Attachment G). The contractor must represent either that (1) it is not aware of any facts which create any actual or potential OCI relating to the award of this contract, or (2) it has included information in its proposal, providing all current information bearing on the existence of any actual or potential OCI and has included a mitigation plan in accordance with paragraph (c) below.
- b. If the contractor with an actual or potential OCI believes the conflict can be avoided, neutralized, or mitigated, the contractor shall submit a mitigation plan to the Government for review.
- c. In addition to the mitigation plan, the FEDSIM CO may require further information from the contractor. The FEDSIM CO will use all information submitted by the contractor, and any other relevant information known to GSA, to determine whether an award to the contractor may take place, and whether the mitigation plan adequately avoids, neutralizes, or mitigates the OCI.
- d. If any such conflict of interest is found to exist, the FEDSIM CO may determine that the conflict cannot be avoided, neutralized, mitigated, or otherwise resolved to the satisfaction of the Government, and the contractor may be found ineligible for award. Alternatively, the FEDSIM CO may determine that it is otherwise in the best interest of the U.S. to contract with the contractor and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded.
- e. Provide NDA in accordance with TOR Section H.4.2 (Section J, Attachment H).

### **L.5.3 SUPPLIES OR SERVICES AND PRICE - SECTION B**

The offeror shall indicate the price to be charged for each item in Section B, rounding all NTE ceiling values to the nearest whole dollar. The offeror shall insert not-to-exceed indirect/material handling ceiling rates in accordance with Section B.5.1.

As a supplement to the summary information provided in Section B, the offeror shall provide full back-up documentation for the Labor CLINs for each period of performance and each task area. The back-up documentation shall detail the proposed labor categories (mapped to the Alliant labor categories), labor hours proposed by category, and hourly rate for each category.

### **L.5.4 SOLICITATION, OFFER AND AWARD (SF33)**

When completed and signed by the offeror, Standard Form (SF) 33, "Solicitation, Offer and Award," constitutes the offeror's acceptance of the terms and conditions of the proposed TO. Therefore, the form must be executed by representatives of the offeror authorized to commit the

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

offeror to contractual obligations. The offeror shall sign the SF 33 in Block 17. The offeror shall provide the name of the individual, the position title, telephone number, fax number, and email address of that individual.

### **L.5.5 LETTERS OF COMMITMENT**

The offeror shall provide a Letter of Commitment (Section J - Attachment M) for each proposed Key Person at the proposal submission due date. The letter shall be signed by the proposed Key Person and shall state that (1) the proposed Key Person named is employed by the offeror or subcontractor, or has an offer of employment from the offeror or subcontractor that the Key Person intends to accept in the event of an award being made to the offeror; and (2) the proposed Key Person is available and committed to begin work on the Project Start date designated in Section L.3.

### **L.5.7 SUBCONTRACTOR SUPPORTING DOCUMENTATION**

The offeror shall also provide supporting price documentation for all proposed subcontractors, including the total value of the proposed subcontract, the proposed type of subcontract, the rationale and/or justification for this type of subcontract type. Additionally, the offeror shall provide a narrative detailing the processes used to evaluate the subcontracts it is proposing, including cost and/or price analysis conducted as appropriate for each subcontract. Failure to provide complete supporting documentation may result in no further consideration of the offeror's proposal. Subcontractors may submit proprietary data directly to the FEDSIM CO or through the prime contractor in a separate, sealed envelope.

### **L.5.8 PRICE ASSUMPTIONS**

The offeror shall submit all (if any) assumption upon which the Price Proposal is based.

### **L.6 SUBMISSION OF THE WRITTEN TECHNICAL PROPOSAL (PART II)**

The offeror shall submit all information described in the following paragraphs. The offeror shall provide one electronic copy, containing all required sections of this Part.

Part II is the written Technical Proposal and shall contain the following:

- a. Technical and Management Approach, Draft QCP (limited to 30 pages)
- b. Project Staffing Plan (Section J, Attachment I) (no page limit)
- c. Project Staffing Rationale (limited to 5 pages)
- d. Technical Assumptions (no page limit)

#### **L.6.1 TECHNICAL AND MANAGEMENT APPROACH**

The offeror shall identify and describe the methodology and analytical techniques to be used in fulfilling the technical requirements identified in the TOR. The offeror's technical approach shall

be consistent with the TOR. The Technical and Management Approach shall describe the following:

- a. The proposed approach towards the objectives and technical requirements of the PWS, including the proposed ODCs and how they relate to the technical solution,
- b. The proposed methods and techniques for completing each task,
- c. How each task will be evaluated for full performance and acceptability of work from the offeror's viewpoint,
- d. Any anticipated major difficulties and problem areas, along with potential recommended approaches for their resolution, and
- e. Description and definition of management methods and processes for all types of support activities to include management and status reporting approaches.

#### **L.6.1.1 DRAFT QUALITY CONTROL PLAN (QCP)**

The offeror shall identify its approach to ensure quality control in meeting the requirements of each task area of the TOR (i.e., not just the corporate generic quality control process). The offeror shall describe its quality control methodology and approach for determining and meeting performance measures identified.

#### **L.6.2 PROJECT STAFFING PLAN (SECTION J, ATTACHMENT I)**

The offeror shall discuss its project staffing approach, describing the project staffing strategy, rationale for the proposed labor mix, and the experience, skills, and qualifications of the proposed personnel. The offeror shall specifically address the following:

- a. Rationale for choosing the Key Personnel and how their qualifications and experience uniquely qualify them for the Key Personnel position described in Section H.1, Key Personnel. All Key Personnel must meet the requirements of the GWAC Contract and the requirements of the TO, including security clearance requirements. The offeror shall provide a confirmation statement that all proposed Key Personnel possess the security clearance level required in Section H.3.1 and Section J, Attachment F (DD 254) of the TOR. All Key Personnel requirements apply at the time of proposal submission, unless otherwise noted.
- b. The proposed qualifications and roles of personnel to meet the requirements of the TOR.
- c. The rationale for projected staffing and approach to how each task and subtask is staffed to include estimated hours and labor mix of personnel, their expected work location, skills, experience, qualifications and security clearance.

#### **L.6.3 PROJECT STAFFING RATIONALE**

The offeror shall provide a Project Staffing Rationale for the proposed project staffing solution presented in the Project Staffing Plan. The offeror shall describe its rationale for the proposed labor mix and level of effort to support each TOR task. The offeror shall also describe what

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

factors drove its proposed labor mix and how its proposed staffing solution will accomplish the Government's objectives and requirements.

### **L.6.4 TECHNICAL ASSUMPTIONS**

The offeror shall identify and address any assumptions affecting the technical proposal citing the component(s) of the proposal to which they pertain. All technical assumptions and Basis of Estimate assumptions shall be included in the technical part. This shall include any non-Price information that serves as the basis of a Price assumption identified in the offeror's Written Price Proposal.

The Government reserves the right to reject the proposal that includes any assumption that adversely impacts the Government's requirements.

### **L.7 SUBMISSION OF QUESTIONS**

The offeror is requested to submit questions grouped by solicitation Section and make reference to the particular Section/Subsection number. Questions must be received before the date specified on the Cover Letter for receipt of questions using the format in Section J, Attachment L.

### **L.8 DELIVERY INSTRUCTIONS**

The offeror shall deliver its proposal by email to the Government email address of the individual(s) identified in the Cover Letter by the date and time specified.

## SECTION M – EVALUATION FACTORS FOR AWARD

### **M.1 METHOD OF AWARD**

The Government anticipates awarding a TO to the offeror once its proposal is determined to be technically acceptable and the offeror's prices are determined to be fair and reasonable. The technical proposal will be evaluated based on the factors described in Section M.4.

This acquisition is being conducted under FAR 16.5. Principles and procedures of Subpart 15.3 do not apply. Accordingly, the Government reserves the right to do any or all of the following:

- a. Award on initial proposal, without discussion.
- b. The Government may negotiate a final reduced price. The Government may make award after clarifications of some aspects of the proposal or discussions relative to price only.
- c. Have communications; ask clarifying questions, request corrections relative to minor errors in the price proposal, or request price substantiating documentation to facilitate the Government's final evaluation of the price proposal. These communications, clarifications, or requests for corrections or substantiating documentation shall not materially change the offeror's proposal in terms of conformance to TOR requirements, constitute discussions, or materially change pricing.
- d. FEDSIM does not incorporate proposals into any resultant award

Proposals shall set forth full, accurate, and complete information as required by this solicitation package (including Attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

### **M.2 PRICE PROPOSAL EVALUATION**

The offeror's price proposal (Section L.5, Part I) will be evaluated to assess for price reasonableness. Price analysis will be performed on all prime contractors and major subcontractors with contract values over ten percent of the total contract value. The CAF is not included in the price evaluation.

Costs that are excessively high or low (without sufficient justification) may be considered unreasonable and may receive no further consideration. Any proposal that is not within the total estimated LH range cited in Section L.3 shall include an explanation that specifically draws the Government's attention to any unique technical aspects of the proposal the offeror would like the Government to consider as the justification for the deviation from the range.

The Government will reject the proposal from the prime contractor that does not have a Government-approved purchasing system at the time of the proposal Part I submission due date.

### **M.3 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)**

The OCI statement will be evaluated to assess whether or not an actual or potential OCI exists as defined by FAR Part 9.5. If an actual or potential OCI is identified that cannot be mitigated, avoided, or resolved in accordance with FAR Part 9.5, the offeror may be ineligible for award.

### **M.4 TECHNICAL EVALUATION FACTORS**

The Government will evaluate the technical proposal (Section L.6, Part II) based on the following factors:

Factor 1: Technical and Management Approach, Draft QCP (Section L.6.1)

Factor 2: Project Staffing as shown on the written Project Staffing Plan Table (L.6.2)

**M.4.1 FACTOR 1: TECHNICAL AND MANAGEMENT APPROACH**

The offeror’s technical proposal will be evaluated for technical acceptability and whether it provides a viable solution to meet the objectives and requirements of this solicitation. The Technical and Management Approach shall be evaluated to determine the acceptability of its description of the following:

- a. Understanding of the objectives and technical requirements of the PWS,
- b. The proposed approach for meeting requirements of the PWS, including any proposed ODCs if applicable,
- c. The proposed methods and techniques for completing each task,
- d. The proposed solution for how each task will be evaluated for full performance and acceptability,
- e. The proposed solution for handling major difficulties and problem areas, and proposed resolution, and
- f. Addressing management methods and processes for support activities.

The Draft QCP will be evaluated to assess the completeness, relevancy and efficiency of the offeror’s approach to ensure quality control in meeting the requirements of each Task Area of the TOR (i.e., not just the corporate generic quality control process). The Draft QCP will be evaluated to assess the acceptability of the offeror’s description of its quality control methodology and approach for determining and meeting performance measures identified.

These elements are not subfactors and will not be individually rated, but will be evaluated as a whole to arrive at the factor-level rating.

**M.4.2 FACTOR 2: PROJECT STAFFING**

The offeror’s proposal will be evaluated to assess the appropriateness and completeness of the experience, skills, and qualifications of the proposed personnel identified in Section H.1. Contractor personnel will also be evaluated to assess the currency and applicability of experience as it relates to Section H.1.1 and based on the requirements outlined in Section L.6.2.

The offeror’s proposal will be evaluated to assess the project staffing approach, describing the project staffing strategy, rationale for the proposed labor mix, and the experience, skill, and qualifications of the proposed personnel. The offeror’s proposal will be evaluated to determine the acceptability of the following information related to the personnel proposed for this requirement:

- a. The degree of relevance, comprehensiveness, and effectiveness of the stated qualifications, experience, skills, and roles of each of the named Key Personnel to meet the requirements of the TOR.
- b. The degree of relevance, comprehensiveness, and effectiveness of the proposed qualifications and roles of the non-Key Personnel to meet the requirements of the TOR.

SECTION M – EVALUATION FACTORS FOR AWARD

- c. A comprehensive, relevant, and feasible staffing approach (including schedule) which addresses the skills, experience, and qualifications of the proposed labor categories/labor mix and level of effort for each TOR task area.

These elements are not subfactors and will not be individually rated, but will be evaluated as a whole to arrive at the factor-level rating.

**M.5 TECHNICAL ASSUMPTIONS**

Offeror assumptions will be reviewed in the context of the technical factor to which they apply. The Government reserves the right to reject the proposal if it includes any assumption that may adversely impact satisfying the Government's requirements.